

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	: Chapter 11
ZEN JV, LLC, <i>et al.</i> ,	: Case No. 25-11195 (JKS)
Debtors. ¹	: (Jointly Administered)
	: Related Docket No. 82
	:

**SECUREIT CONSULTING GROUP, INC.’S OBJECTION TO NOTICE OF POSSIBLE
ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

SecureIT Consulting Group, Inc. (“SecureIT”), by and through its undersigned counsel, hereby objects to the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Dkt. No. 82] (the “Cure Notice”) relating to the assumption of the MHME FedRamp Assessors Agreement (the “Contract”) between SecureIT and Monster Worldwide, LLC (the “Debtor”). In support thereof, SecureIT respectfully states as follows:

OBJECTION

1. On June 24, 2025, (the “Petition Date”), the Debtor and certain of its affiliates (collectively, the “Debtors”) each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

2. Prior to the Petition Date, SecureIT provided certain audit services (the “Services”) to the Debtor pursuant to the Contract. As of the Petition Date, SecureIT was owed not less than \$387,883.75 (the “Cure Amount”) on account of the Services, as reflected in the invoice(s) attached as **Exhibit A**.

¹ The Debtors in these cases, along with the last four digits of each debtor’s federal tax identification number (to the extent applicable), are: Zen JV, LLC (0225); Monster Worldwide LLC (6555); FastWeb, LLC; Monster Government Solutions, LLC (5762); Camaro Acquisition, LLC; CareerBuilder, LLC (6495); CareerBuilder Government Solutions LLC (6426); Luceo Solutions, LLC (4426); CareerBuilder France Holding LLC (9339); and Military Advantage LLC (9508). The Debtors’ address is 200 N LaSalle Street #900, Chicago, IL 60601.

3. On or about July 3, 2025, SecureIT received the Cure Notice, which indicates that the Contract may be assumed. The Cure Notice provides for a cure cost owing to SecureIT of \$0.

4. In order to assume or assume and assign the Contract, the Debtors are required to cure defaults existing under the Contract pursuant to section 365 of the Bankruptcy Code, which provides, in relevant part, that “[i]f there has been a default in the executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee . . . cures, or provides adequate assurance that the trustee will promptly cure, such default” 11 U.S.C. § 365(b)(1)(A).

5. Accordingly, SecureIT objects to assumption or assumption and assignment of the Contract absent payment of the Cure Amount.²

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² SecureIT reserves the right to amend and/or supplement its objection to reflect such additional amounts or to account for any additional adjustments that have not yet been billed or have not yet become due under the Contract through the date of the closing on any assumption and/or assignment of the Contract.

WHEREFORE, SecureIT respectfully requests that the Court enter an order (i) requiring, as a condition of assumption of the Contract, that the Debtors pay to SecureIT the full Cure Amount of \$387,883.75, plus any additional amounts that may accrue under the Contract through the effective date of the assumption of the Contract; and (ii) granting such other and further relief as is just and proper under the circumstances.

Dated: July 14, 2024
Wilmington, Delaware

SULLIVAN · HAZELTINE · ALLINSON LLC

/s/ William A. Hazeltine

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